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**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA**

In re SUPPORTSOFT, INC. SECURITIES ) Civil Action No.: C 04-5222 SI  
LITIGATION ) CLASS ACTION  
)  
) **[PROPOSED] FINAL JUDGMENT AND**  
) **ORDER OF DISMISSAL WITH**  
) **PREJUDICE**

\_\_\_\_\_  
This document relates to:

ALL ACTIONS

) Date: September 28, 2007

) Time: 9:00 am

) Place: Courtroom 10

) Before: Honorable Susan Illston  
)  
)

1 This matter came before the Court for hearing pursuant to an Order of this Court, dated  
2 July 13, 2007, on the application of the Settling Parties for approval of the settlement set forth in  
3 the Class Action Stipulation of Settlement dated as of June 13, 2007 (the "Stipulation"). Due  
4 and adequate notice having been given of the settlement as required in said Order, and the Court  
5 having considered all papers filed and proceedings held herein and otherwise being fully  
6 informed in the premises and good cause appearing therefore, IT IS HEREBY ORDERED,  
7  
8 ADJUDGED AND DECREED that:

9 1. This Judgment incorporates by reference the definitions in the Stipulation, and all  
10 terms used herein shall have the same meanings set forth in the Stipulation.

11 2. This Court has jurisdiction over the subject matter of the Litigation and over all  
12 parties to the Litigation, including all Members of the Settlement Class.

13 3. The Litigation and all claims contained therein, including all of the Released  
14 Claims, are dismissed with prejudice as to the Lead Plaintiffs and the other Members of the Class,  
15 and as against each and all of the Released Persons. The parties are to bear their own costs, except  
16 as otherwise provided in the Stipulation.  
17

18 4. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, this Court hereby  
19 approves the Settlement set forth in the Stipulation and finds that said Settlement is, in all respects,  
20 fair, reasonable and adequate. This Court further finds the Settlement set forth in the Stipulation is  
21 the result of arm's-length negotiations between experienced counsel representing the interests of  
22 the Settling Parties. Accordingly, the settlement embodied in the Stipulation is hereby approved  
23 in all respects and shall be consummated in accordance with its terms and provisions. The Settling  
24 Parties are hereby directed to perform the terms of the Stipulation.  
25

26 5. By Order dated June 1, 2006, the Court certified a Class of all Persons and entities  
27 who purchased or otherwise acquired the securities of SupportSoft, Inc. ("SupportSoft") from  
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1 January 20, 2004 to October 1, 2004 and who were damaged thereby. Excluded from the Class  
2 are Defendants, the officers and directors of SupportSoft at all relevant times, members of their  
3 immediate families and their legal representatives, heirs, successors or assigns and any entity in  
4 which any excluded person or entity has a controlling interest. Also excluded from the Class is  
5 Paul Takacs, Jr., on behalf of Wall Street Warriors Investment Club, who timely and validly  
6 requested exclusion from the Class pursuant to the Notice of Pendency of Class Action.  
7

8 6. Upon the Effective Date, the Certified Class Representative and each of the Class  
9 Members shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and  
10 forever released, relinquished and discharged all claims (including unknown claims) demands,  
11 rights, liabilities and causes of action of every nature and description whatsoever, known or  
12 unknown, whether or not concealed or hidden, asserted or that might have been asserted,  
13 including, without limitation, claims for negligence, gross negligence, breach of duty of care  
14 and/or breach of duty of loyalty, fraud, breach of fiduciary duty, or violations of any state or  
15 federal statutes, rules or regulations, arising out of, relating to, or in connection with the purchase  
16 of SupportSoft securities by Plaintiff or any Class Member during the Class Period, against the  
17 Defendants and the Released Persons (the "Released Claims"), whether or not such Class Member  
18 executes and delivers a Proof of Claim and Release form.  
19

20 7. All Class Members are hereby forever barred and enjoined from prosecuting the  
21 Released Claims against the Released Persons.  
22

23 8. Upon the Effective Date hereof, each of the Defendants and Released Persons shall  
24 be deemed to have, and by operation of this Judgment shall have, fully, finally, and forever  
25 released, relinquished and discharged each Plaintiff and all of the Class Members and their  
26 counsel from all claims (including unknown claims), arising out of, relating to, or in connection  
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1 with the institution, prosecution, assertion, settlement or resolution of the Litigation or the  
2 Released Claims.

3 9. The distribution of the Notice of Proposed Settlement of Class Action and  
4 Settlement Hearing and the publication of the Summary Notice (collectively "Notice"), which  
5 included individual notice to all Members of the Class who could be identified through reasonable  
6 effort, constituted the best notice practicable under the circumstances. Said Notice fully satisfied  
7 the requirements of Federal Rule of Civil Procedure 23 and the requirements of due process.  
8

9 10. Any order approving the plan of allocation or the applications for attorneys' fees  
10 and expenses and the Named Plaintiffs' costs and expenses, or any objection to or appeal from any  
11 such order, shall in no way disturb or affect this Final Judgment and shall be considered separate  
12 from this Final Judgment.  
13

14 11. Neither the Stipulation nor the settlement contained therein, nor any act performed  
15 or document executed pursuant to or in furtherance of the Stipulation or the settlement: (a) is or  
16 may be deemed to be or may be used as an admission of, or evidence of, the validity of any  
17 Released Claim, or of any wrongdoing or liability of the Defendants; or (b) is or may be deemed  
18 to be or may be used as an admission of, or evidence of, any fault or omission of any of the  
19 Defendants in any civil, criminal or administrative proceeding in any court, administrative agency  
20 or other tribunal. Defendants may file the Stipulation and/or the Judgment in any other action that  
21 may be brought against them in order to support a defense or counterclaim based on principles of  
22 *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction or any  
23 other theory of claim preclusion or issue preclusion or similar defense or counterclaim.  
24

25 12. Without affecting the finality of this Judgment in any way, this Court hereby  
26 retains continuing jurisdiction over: (a) implementation of this settlement and any award or  
27 distribution of the Settlement Fund, including interest earned thereon; (b) disposition of the  
28

1 Settlement Fund; (c) hearing and determining applications for attorneys' fees and expenses in the  
2 Litigation and for reimbursement of the Named Plaintiffs' costs and expenses incurred in the  
3 Litigation; and (d) all parties hereto for the purpose of construing, enforcing and administering the  
4 Stipulation.

5  
6 13. The Court finds that during the course of the Litigation, the Settling Parties and  
7 their respective counsel at all times complied with the requirements of Federal Rule of Civil  
8 Procedure 11.

9 14. In the event that the settlement does not become effective in accordance with the  
10 terms of the Stipulation or the Effective Date does not occur, or in the event that the Settlement  
11 Fund, or any portion thereof, is returned to the Defendants, then this Judgment shall be rendered  
12 null and void to the extent provided by and in accordance with the Stipulation and shall be vacated  
13 and, in such event, all orders entered and releases delivered in connection herewith shall be null  
14 and void to the extent provided by and in accordance with the Stipulation.  
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16 DATED: 9/28/07 \_\_\_\_\_  
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18   
19 THE HONORABLE SUSAN ILLSTON  
20 UNITED STATES DISTRICT JUDGE  
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